Clearview.ai

Clearview AI Order Form for

NC - New Hanover Cnty, Sheriff's Office

CUSTOMER INFORMATION

Customer:	NC - New Hanover Cnty, Sheriff's Office
Address:	3950 Juvenile Center RoadCastle Hayne,NC28429910-798-4227
Billing Contact:	Donna Seal / 910-798-4279 / DSeal@nhcgov.com
Customer Billing Instructions:	*If Customer has unique invoicing requirements, it must be attached prior to execution of this Agreement.*

ADMINISTRATOR INFORMATION

The Administrator is responsible for monitoring, managing, and overseeing the activities of the agency and its users.

Full Name:	Matthew Thompson
Title:	Master Deputy Sheriff
E-mail:	mthompson@nhcgov.com

SUBSCRIPTION TERMS

Product:	Clearview Search with Database
# of Sworn:	Tier_4_ for _25_ authorized users at NC - New Hanover Cnty, Sheriff's Office
Initial Term Length:	36 months
Initial Term Start Date:	Upon full execution of this agreement
Initial Term End Date:	36 months after full execution of this agreement
Renewal Term:	At the expiration of the Initial Term End Date, the agency will be invoiced to renew for successive one (1) year terms (each a "renewal term"), unless Customer or Clearview provides the other party with no less than thirty (30) days' advance written notice prior to upcoming then applicable expiration date of the Agreement. Customer notice not to renew shall be delivered to renewals@clearview.ai and Clearview notice not to renew shall be sent to Customer at the Administrator email outlined above.

PRICING INFORMATION

The parties agree that if Customer's subscription to the Clearview Services described herein automatically renews as allowed under this Order Form, prior to any renewal term, Clearview will notify Customer of any changes to recurring Fees no later than forty-five (45) day prior to the start of the renewal term.

RECURRING SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
CV1: Clearview Search - Pro	25	$125,000	$12,995
Total Recurring Fees		$125,000	**$12,995**

ONE TIME PROFESSIONAL SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
IMPI: Implementation Services	n/a	$25,000	$500
HDS2: Premium Help Desk Support	n/a	$14,500	$0
Total One Time Fees		$39,500	**$500**

PAYMENT SCHEDULE

Payment terms are Net-30. If Customer is required to terminate the Agreement due to lack of funding, as set forth in Section 5.1.4 of the Terms of Service, Customer must provide no less than ninety (90) days' advance written notice prior to the commencement of Year 2, Year 3 and/or the renewal term, with notice sent to renewals@clearview.ai

PAYMENT DUE DATE	AMOUNT DUE
Year 1 Payment, due on the Initial Term Start Date	$13,495
Year 2 Payment, due on the 1st anniversary Initial Term Start Date	$12,995
Year 3 Payment, due on the 2nd anniversary of Initial Term Start Date	$12,995
Total Over Initial Term	**$39,485**

Additional Comments: Notwithstanding any other provision in the Terms, the following sections are amended as follows:

Section 4.4 - Customer shall not be required to pay any late fee as described in this Section.

Section 15.3 - The Agreement will be governed and interpreted according to the laws of the State of North Carolina, without regard to any conflict of law principles.

☒ **I consent to the Clearview AI Terms of Service and User Code of Conduct**

https://www.clearview.ai/terms-of-service

Clearview W9 2023 pdf *(6 pages, appended below)*
Download *47FCBEE649E944273E920C23AFE59CB3342A28D2A844F5F5E777CD164E5CEEB9*

Clearview AI Sole Source Affidavit - Notarized - January 2023 pdf *(3 pages, appended below)*
Download *CA5014F326ECB77265250E9447087C48BE258D22A6A153C9C32AB865DC80EFF7*

This order form, ("**Order Form**"), including any exhibits attached to it, is an agreement between Clearview AI, Inc. ("**Clearview**") and the customer listed above ("**Customer**" or "**You**"). It becomes effective when You sign it. By signing, You agree this order form is subject to Clearview's Terms of Service located at https://www.clearview.ai/terms-of-service ("**Terms**"). The Terms become effective for You and Your Users either when You first start using Clearview's Services or Products, whether through a free trial or paid subscription, or when You make a payment under this order form, whichever is earlier. The Terms govern Your access to and use of Clearview's Services and Products. If You and Clearview execute a separate written agreement that modifies the Terms, that separate agreement will override the Terms where there is any conflict. Clearview may suspend Your access unless and until it receives payment from You. Only individuals employed by or under Your legal control, who are either (i) law enforcement professionals or (ii) authorized to perform investigative tasks for You, may access and use the Services and Products. Clearview's total liability under this order form will not exceed the amount You paid Clearview, if any, in the past year for the Services giving rise to the claim.

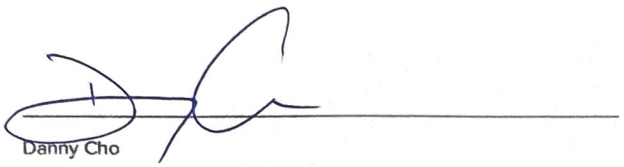
Participants

CLEARVIEW AI, INC. United States

Influencer

Tina Honeycutt
tina.honeycutt@clearview.ai

Delivery channel: Email



19 Sep 2023

Danny Cho
Chief Revenue Officer
danny.cho@clearview.ai

Date

Delivery channel: Email

Viewer

Yash Mehta
yash.mehta@clearview.ai

Delivery channel: Email

Viewer

Randa Rhodes
randa.rhodes@clearview.ai

Delivery channel: Email

Viewer

Scott Geiser
scott.geiser@clearview.ai

Delivery channel: Email

Influencer

Kristin Luciano
Associate General Counsel
kristin.luciano@clearview.ai

Delivery channel: Email

NC - NEW HANOVER CNTY United States

Kenneth Sarvis
Chief Deputy
ksarvis@nhcgov.com

Date

Delivery channel: Email

New Hanover County digital signature page attached hereto and incorporated herein by reference.

Influencer

Matthew Thompson
Master Deputy Sheriff
mthompson@nhcgov.com

Delivery channel: Email

New Hanover County digital signature page attached hereto and incorporated herein by reference.

CLEARVIEW AI. INC TERMS OF SERVICE

Last Updated: March 29, 2023

CLEARVIEW AI, INC. SERVICE AGREEMENT TERMS

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE CLEARVIEW WEBSITE, PRODUCTS, SERVICES AND ASSOCIATED SOFTWARE OF CLEARVIEW AI, INC. AND ITS AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES (COLLECTIVELY, "CLEARVIEW") IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND THE USER CODE OF CONDUCT. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING THE CLEARVIEW WEBSITE OR BY UTILIZING THE CLEARVIEW SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT", OR "TERMS"). CLEARVIEW SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

This Agreement is between Clearview AI, Inc., a Delaware corporation with a business address of 99 Wall Street, #5730, New York, NY 10005, and You ("**You**" or "**Customer**"), and sets forth the terms and conditions by which Clearview will make its Services available to You. Clearview and Customer are sometimes referred to individually as "**party**", and collectively as "**parties**". Clearview may provide any of the Services hereunder through any of its Affiliates. If You order Services or Products through an on-line registration page, a trial account, through an Authorized Reseller, a Clearview services agreement, or an order form (each an "**Order Form**"), the Order Form may contain additional terms and conditions and information regarding the Services You are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service. In the event of a conflict between the Order Form and this Agreement, the Order Form will prevail.

System Requirements: To use the Services, you will need a device that is compatible with the Services, an internet connection (additional fees may apply), and certain software (additional fees may apply). It is recommended to have a high-speed internet connection. You may also need to obtain updates or upgrades for the Services from time to time. Your access and use of the Services may be impacted by the performance of your device, software, and internet connection, which are your responsibility to maintain. These system requirements may change over time.

Disclaimer: Search results established through Clearview and its related systems and technologies are indicative and should not be considered definitive. Clearview makes no guarantees as to the accuracy of its search-identification software. It is the responsibility of law enforcement professionals to conduct further research to verify any identifying information or other data discovered on third party sites by any Clearview system or included in Clearview search results by conducting additional research. Clearview is neither designed nor intended to be used as a sole-source system for establishing or determining an individual's identity. .

The parties incorporate by this reference the above clauses, and agree as follows:

1. DEFINITIONS.

The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

1.1. "Authorized Reseller" means an entity that is authorized by Clearview to sell and market Clearview Products and Services to a law enforcement agency or government Customer pursuant to a separate agreement executed between Authorized Reseller and Clearview.

1.2. "Authorized User" means an individual who is employed by or under the legal direction of the Customer and is either (i) a sworn law enforcement professional, or (ii) authorized to perform investigative tasks on behalf of the Customer. Any and all Authorized Users must be authorized and approved by the Executive User to use the Services.

1.3. "Clearview", **"We"**, or **"Our"** means Clearview AI, Inc., its subsidiaries, successors and assigns.

1.4. "Customer" or **"You"** means the individual or agency identified on the applicable Order Form or Clearview provided invoice. *If the Customer is a federal or state government agency, please refer to Appendix 2 for Amended Terms for Customers that are Federal, State and Local Governments in the United States.*

1.5. "Executive User" means an individual whose Clearview User account has administrative privileges including search history audit and suspension capabilities over all Users associated with Your account.

1.6. "Fees" means all fees, charges, and applicable taxes payable by Customer to Clearview or by Customer to an Authorized Reseller for a license right to use and access the Services and Products, all as further outlined in Customer's applicable Order Form.

1.7. "Services" or **"Products"** means Clearview AI Inc.'s mobile application and web browser application (found on the web at Clearview.ai); Clearview AI Inc.'s facial imaging and search software, image database, publicly- available online image indexing and search functionality, its website; and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.

1.8. "User" means collectively the Customer, the Authorized Users and the Executive User(s).

2. LICENSE TERMS.

You may only use and access the Clearview Services pursuant to the terms of this Agreement. You are solely responsible for You and Your Authorized Users' use of the Services and shall abide by, and ensure compliance with, all applicable laws in connection with Your and each Authorized User's use of the Services, including but not limited to laws related to intellectual property, privacy and export control, and any laws applicable to Your agency's use of facial recognition technology. Use of the Services is void where prohibited.

2.1. Subject to payment of all applicable Fees and Customer's adherence to the terms and conditions of this Agreement, Clearview grants You and Your Authorized Users a non-exclusive, non-transferable right to access and use the Services as well as any copies, corrections, bug fixes, enhancements, modifications or new versions created by Clearview for the purpose of providing the Services to You. Any and all information You submit to Clearview in order to register for and/or use certain Services must be accurate. You are entirely responsible for maintaining the security of Your login information to the Services and agree not to disclose such to any unauthorized third party.

3. USES.

3.1. Permitted Uses.

3.1.1. Before accessing the Clearview Products and Services, You must complete a training on how to use such Products and Services in accordance with these

Terms, User Code of Conduct and Principles. You will assign one Executive User to act as liaison between You and Clearview. The Executive User is responsible for providing a list to Clearview of who is an Authorized User and is responsible for overseeing their use of the Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Services for legitimate law enforcement and investigative purposes, all of which must be done in compliance and consistent with any local, state, federal or other applicable law. Users shall not use the Services to research or investigate any persons except those related to its law enforcement or investigate uses, such as suspects, defendants, witnesses, or victims.

3.1.2. You represent and warrant that You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Your access may be terminated without warning if we believe that You are otherwise ineligible.

3.2. Prohibited Uses.

3.2.1. You agree that You will not use, and will not permit any Authorized User to use, the Services and Products to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Clearview's networks, Your account, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading; (iv) engage in activity that would discriminate against any person or violate any person's civil rights; (v) transmit through the Services any material that You unlawfully possess; (vi) unless otherwise agreed upon between You and Clearview pursuant to a separately executed agreement, build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; (vii) upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Clearview or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or

any servers or networks connected to the Services or Clearview's security systems; or (ix) use the Services in violation of any Clearview policy or in a manner that violates any local, state, federal, or other law, including but not limited to anti-spam, export control, and anti-terrorism laws, trade agreements or treaties.

3.2.2. With respect to the Services and Products, You and all Users are prohibited from engaging in the following acts: (i) using the Services for a commercial purpose; (ii) selling, marketing, or licensing any photographs or other information discovered using the Services; (iii) infringe on any known copyright discovered with or access by the Service; (iv) permit anyone other than an Authorized User or Executive User to use or access Your account, the Services and Products; (v) use any automated systems or software to extract the whole or any part of the Services, the information or data on or within the Services, including image search results or source code, for any purposes (including uses commonly known as "scraping"), or reverse engineer the Services; and (vi) research or identify any known individuals residing or located in the State of Illinois, U.S.A.

3.3. You are responsible for the activities of all Users who access or use the Services through Your Account and You agree to ensure that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Authorized Users. If You or the Executive User becomes aware of any violation of this Agreement in connection with use of the Services by any person, please immediately contact the Clearview legal department at legal@clearview.ai. The Administrator acknowledges and agrees that it will (i) cooperate with, and (ii) if necessary, grant a member of the Clearview security or legal team shared access to the User account for the purpose of completing its investigation of such alleged misuse, complaint, violation of these Terms, or applicable law. Clearview may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User access. Clearview shall have the right from time to time, and at all reasonable times during the term of this Agreement, to audit the login and User activity of a Customer Account to ensure compliance with the terms of this Agreement. If such audit reveals that Customer provided unauthorized access to users not permitted under this Agreement, or used the Services in violation of this Agreement, Clearview may terminate this Agreement, suspend the Customer account, or suspend Customer access to the

Clearview Products unless and until the Fees payable under this Agreement are adjusted to reflect the Customer's actual usage of the Clearview Products.

4. PAYMENT TERMS.

4.1. Forms. You agree that Clearview may charge to Your credit card or other payment mechanism selected by You and approved by Clearview ("**Your Account**") all amounts due and owing for the Services, including applicable taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account, all of which is set forth in Your Order Form or invoice. Notwithstanding anything stated otherwise, except for an Order Form from an Authorized Reseller, if You provide Clearview with Your own purchase order document (whether signed by one or both parties), unless otherwise agreed to by the Clearview Chief Revenue Officer, such document shall be construed **solely** as evidence of Customer's internal business processes or terms, and the terms and conditions contained on such document will be of no effect with respect to this Agreement between the parties.

4.2. Monthly. If Your Account is on a month-to-month term, Clearview will charge the credit card that You provide You on a monthly basis for the Services commencing on the date Your Account is first activated and each month thereafter. In the event that Clearview is unable to process Your payment for Services, You will have seven (7) days to provide new credit card information to pay for the Services, otherwise Your access to the Services may be terminated by Clearview in its sole discretion.

4.3. Term. If Your Account is for a specific term period, then You shall pay for the Services outlined on Your Order Form or invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off); provided that You may withhold only a portion of a payment that is due if such amount is subject to a good faith dispute between You and Clearview. Any deviations in payment timing pursuant to this Section 4.3 shall be set forth in your Order Form. You must provide Clearview with notice of a disputed invoice in writing. Clearview will not consider any invoice dispute notice which is sent by You later than ninety (90) days following the date of the invoice in question. The parties will work together to resolve all disputes within sixty (60) days of the date of the dispute notice. If You were billed in error, Clearview will provide the Customer with a credit for the amount billed incorrectly.

4.4. Late Payments. ~~Any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.~~ Without prejudice to Your rights set out elsewhere in this Agreement, all Fees are non-refundable and payable in advance. If you cancel, you will not receive a refund for any service already paid for. If You fail to pay an invoice when due and payable, Clearview has the right (without limitation of any other remedies hereunder or under applicable law or in equity) to immediately suspend or restrict Users' access to the Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

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9/19/23

4.5. Price Changes. Clearview may change the price of its Services and Products at any time, including changing a free Service to a paid service; provided, however, that the pricing listed in Your Order Form will supersede any such changes during the specific term period identified in the Order Form. Clearview will provide you with prior notice and an opportunity to terminate Your access (after the expiration of the specific term period identified in your Order Form) to such modified Service if Clearview changes the price of a Service to which you are subscribed. Clearview will not charge you for a previously free Service unless you have been notified of the applicable fees and You have agreed to pay such fees. Unless otherwise waived by Clearview, there is an activation fee of $500.00 to set up and activate a Customer Account ("**Activation Fee**"). If Your Account is voluntarily terminated by You or suspended pursuant to the terms of this Agreement, and You request a reactivation of such Account, you will be required to pay an additional Activation Fee. Activation Fees can be cumulative for Customers that make more than one request to reactivate their Account.

4.6. Taxes.

4.6.1. The Fees covered by this Agreement are exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties or tariffs (however designated, levied or based and whether foreign or domestic) ("**Indirect Taxes**") imposed or levied, currently or in the future based on applicable legislation, on the Services provided under this Agreement. Unless otherwise agreed between the parties, Customer will be liable for compliance with and payment of such Indirect Taxes. Clearview shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt,

Clearview will be responsible for direct taxes imposed on Clearview's net income or gross receipts.

4.6.2. Tax Exempt. Notwithstanding the foregoing, if You are exempt from applicable taxes incurred or to be charged under this Agreement, then You shall provide Clearview with a properly executed certificate of such tax exemption. Clearview shall give effect to such certificate on a prospective basis from the date of receipt from You, all of which is subject to applicable law.

5. TERM AND TERMINATION.

5.1. Term. The terms of this Agreement are effective on You and Your Users commencing on the day You **first** use the Services, whether it be via a free trial or a paid subscription. If You purchase Services for a specific term (as further set forth in Your Order Form), such termination will be effective on the last day of the then-current term, renewal term, or in the case of a month-to-month Agreement, upon written notice of your desire to terminate the Agreement at the end of the applicable month. Clearview may terminate any applicable renewal term by providing Customer with notice of non-renewal at least 30 days before the end of the applicable renewal term. If You fail to comply with any provision of this Agreement beyond any applicable cure periods, Clearview may terminate this Agreement immediately and retain any Fees previously paid by You. Upon the expiration of the term of this Agreement, to the extent You continue to access and use the Services, the terms of this Agreement will apply in full. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. Upon any termination of this Agreement, You must cease any further use of the Services.

This Agreement may be terminated in the following ways:

5.1.1. By mutual agreement: This Agreement may be terminated at any time, without payment of any penalty, except such refund or payment as shall be mutually consented by both parties, if any, by mutual agreement of the parties.

5.1.2. By breach: If either party is in material breach of this Agreement and such failure has not been cured within fifteen (15) days of receiving written notice of such breach, then the non-breaching party has the right to terminate the Agreement. The parties agree to endeavor in good-faith negotiations to resolve

any dispute under this Section before terminating the Agreement. You waive Your right to any refund, payment or penalty in the event this Agreement is terminated due to Your breach of the agreement.

5.1.3. By impossibility of performance: Neither party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of the public enemy, flood or storm, strikes or changes in an applicable statutory regulation or rule of any federal, state, or local government, or applicable agency thereof. If the Agreement is terminated due to impossibility of performance pursuant to this Section 5.1.3, Clearview shall provide such refund as may be equitable based upon the length of time remaining during the Customer's specific term and other equitable factors such as Clearview's expenses in the course of performance.

5.1.4. Lack of Funding – Government Agencies. If the necessary funds to fulfill the payment obligations under this Agreement are not allocated for the Customer's upcoming fiscal year, then Customer shall be permitted to terminate the Agreement early by providing no less than ninety (90) days' advance written notice setting forth proof of such lack of funding. In the event of such termination due to lack of appropriated funds, the Customer shall not be entitled to any reimbursement of any amounts or Fees paid or prepaid in advance to Clearview under the Agreement. This Section 5.1.4 is limited to Customers that are government agencies.

6. CONFIDENTIALITY.

6.1. To the extent legally permissible, Users are prohibited from disclosing the Services and any proprietary information relating to the Services to any unauthorized third party, including without limitation, screenshots of the Services, marketing materials, user manuals, pricing agreements, quotes, email communications from Clearview employees, and any information marked Confidential by Clearview. Notwithstanding the foregoing and to the extent permitted by applicable law, if the Customer receives a request for information under the Freedom of Information Act ("**FOIA**") or a substantially similar law

applicable to the Customer and such request involves Clearview or is related to this Agreement, the Customer will endeavor to promptly notify Clearview in writing of such request in order for Clearview to seek protection from such disclosure.

6.2. You or your Users may provide, or Clearview may invite you to provide, comments or ideas about the Services, including, without limitation, improvements to them ("**Ideas**"). By submitting any Ideas, You agree that: (i) they are not confidential information; (ii) they are not subject to any use or disclosure restrictions (express or implied); (iii) You claim no rights in them; and (iv) Clearview has no obligation to notify or compensate You in connection with Clearview's disclosure or use. You release Clearview from all liability or obligations that may arise from the receipt, review, disclosure, or use of any Idea that you submit.

7. PROPRIETARY RIGHTS AND COPYRIGHT.

Clearview and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("**Clearview Marks**") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Clearview Marks, or other proprietary information (including images, text, page layout, or form) of Clearview without express written consent. You may not use any meta tags or any other "hidden text" utilizing Clearview Marks without Clearview's express written consent.

8. CUSTOMER REPRESENTATIONS.

8.1. You represent and warrant that: (i) the signatory signing this Agreement has the actual authority to contract with Clearview AI, Inc. on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) the use of personally identifiable information, including photographs, may be subject to regulation in various jurisdictions. By accessing and using the Services, You further represent and warrant: (1) to use the Services in a manner that is consistent with all applicable laws, including those that regulate the use of personally identifiable information such as photographs; (2) You have a legitimate interest to use the Services to engage in data processing activities, (3) your uses of the Services are in the public interest and are proportional to carry out that public function, and (4) this Agreement is entered into for the purpose of and for Clearview to cooperate with the Customer concerning the investigation of conduct or activity that the Customer

reasonably believes in good faith may violate federal, state or local law, or as otherwise authorized under applicable law. In addition to the foregoing, if you knowingly research or identify a known individual residing or located in the State of Virginia,, You represent and warrant that Your use of the Clearview Products and Services is for the sole purpose of investigating, researching or carrying out Your law enforcement duties concerning conduct or activity that You reasonably and in good faith believe may violate federal, state, or local laws, rules, or regulations.

8.2. Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age that is a resident in the State of California, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law (all as further outlined in CA Civ Code § 1798.145 (2020)). As further outlined in the Clearview Privacy Policy, we do not knowingly sell or share information about consumers under the age of 16.

8.3. Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than thirteen (13) years of age that is a resident in the State of Virginia, unless such Content (i) concerns an investigation on a matter related to public safety (as further outlined in Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.)), or (ii) concerns conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations (as further outlined in Va. Code § 59.1-582). As further outlined in the Clearview Privacy Policy, we do not knowingly sell or share information about consumers under the age of 16.

8.4. Subject to the above, Users are prohibited from uploading or providing Content to Clearview of persons known to be under the age of sixteen (16) unless such Content concerns: (i) investigation on a matter related to public safety or the person's safety, (ii) victim identification, when the person's welfare is at risk, (iii) conduct or investigations of violent felonies, (iv) conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations, or (v) to help protect against the spread of Child Sexual Abuse Material ("**CSAM**"). Users must adhere to all applicable federal, state and local laws, and cooperate with the necessary law enforcement agencies, including without limitation, the National Center for Missing & Exploited Children ("**NCMEC**"), Federal Bureau of Investigation ("**FBI**"), any federal law enforcement agency that is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes, any State or local law enforcement agency that is involved in the investigation of child sexual exploitation, foreign law enforcement agency designated by the Attorney General of the United States or a foreign law enforcement agency that has an established relationship with the FBI,

Immigration and Customs Enforcement, or INTERPOL, and is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes.

9. USER CODE OF CONDUCT.

These Terms incorporate the Clearview User Code of Conduct by reference. You and all Users are required to abide by the Clearview User Code of Conduct, which is attached as Appendix 1. The User Code of Conduct outlines specific requirements for maintaining the security of individual accounts, using the Products and Services only for authorized law enforcement or investigative purposes as authorized by their employer pursuant to their employment, and verifying and independently supporting all image search results. It is imperative that all Users adhere to the User Code of Conduct at all times while using the Clearview Products and Services.

10. COLLECTION AND SHARING OF DATA.

Subject to the terms of Clearview's Privacy Policy, You expressly authorize Clearview to act as an agent on Your behalf for the purpose of: (i) collecting and compiling publicly available images, including images from the Internet; (ii) receiving and processing Content (as defined below) uploaded to the Products and Services by Users; (iii) producing and storing facial vectors from images collected from the Internet and from Content, provided by You, or shared by You with Clearview, for the purpose of providing the Products and Services to You, and (iv) cooperating with You to investigate conduct or activity that You reasonably and in good faith believe may violate federal, state, or local laws, rules, or regulations.

By accessing and using the Services, Users affirmatively consent and allow Clearview to collect several types of information for our business operations, including:

- **At the time of individual or agency account creation**: when creating an account, You will be required to provide your name, rank/title, contact information, and employer. In some cases, we may request reasonable additional information such as age or identity verification information. Please note that we reserve the right to reject any account application or activation for any reason.

- **During usage of the Services**: Usage details including IP address, browser information, location data, search history within the Services, and login history.

By accessing and using the Services, Users agree and consent to the sharing of certain types of personal data with third parties. Specifically, Users consent to:

- Sharing their name, title, contact information and written messages to Clearview and its employees with a third-party provider or service provider who provide us with certain services, such as cloud storage, customer service and support, software, payment, and customer relationship management tools.,
- Such disclosure of personal data as may be required by laws and regulations.

For more information on how we handle personal data and protect privacy, please review our Privacy Policy here.

11. USER CONTENT.

11.1. In connection with the Services and Products, Users may upload or share text, files, images, photos, videos, sounds or other materials ("**Content**") with Clearview. You represent and warrant that You and Your Users: (i) lawfully obtained and own the Content uploaded by You on or through the Services and Products, including the Galleries Product, or otherwise have the right to grant the license set forth in this Section; (ii) the posting and use of Your Content on or through the Services and Products does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) that uploading the Content into the Products does not result in a breach of contract between You and a third-party. Except for Content owned by You, or as permitted within this Agreement, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Products or Services. Notwithstanding anything else in this Section, You may use and distribute information appearing in Clearview search results for law enforcement, the protection of public security, and any other use expressly authorized under this Agreement.

11.2. You expressly authorize Clearview to perform technical functions, necessary to offer the Products and Services, including but not limited to, generating facial vectors, transcoding and/or reformatting Content to allow its use throughout the Products and

Services. In connection with the foregoing, You hereby grant to Clearview a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, reproduce and translate such Content to the extent necessary in order for Clearview to provide the Services and Products. Unless otherwise authorized by You or until the Content is available to the general public or in the public domain through no breach of an obligation of confidentiality to User by Clearview, Your Content, including Content located in the Galleries Product, shall not be made available to other Customers of Clearview. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview will delete the images of Content uploaded by You in the Galleries Product, except for images which are in the public domain. In Clearview's sole discretion, any and all video Content provided or uploaded by a Customer will be automatically deleted by Clearview on the earlier occurrence of either (i) the need for Clearview to deliver its image extraction services is fulfilled, or (ii) 15 days after the original upload of such video Content. Customer understands that Clearview is not a video host platform, and will only maintain this data to the extent necessary to provide the Products and Services. The Customer acknowledges and agrees that Clearview may delete video Content without notice and shall have no liability for such deletion. The Customer retains all rights to their video Content and is solely responsible for backing up and archiving such content.

11.3. **Clearview Enhance.** Clearview Enhance is a feature designed to improve the quality of a probe image, including features such as (without limitation) cropping, rotating, brightening, flipping, and sharpening the probe image ("**Enhanced Content**"). Customer understands, acknowledges, and agrees that Clearview will process and store the Enhanced Content for the purposes of: (i) providing the Enhanced Content for authorized law enforcement and governmental uses, (ii) compliance and auditing purposes, and (iii) to maintain a record of edits made to the probe image. Search results established through Clearview Enhance and its related systems and technologies are indicative not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search results. Clearview is neither

designed nor intended to be used as a single-source system for establishing the identity of an individual.

11.4. **Development of Products and Services**. We are constantly developing new technologies and features to improve our systems, facial recognition technology algorithm, Products and Services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our Products or Services, and/or start offering new Services or stop offering old ones. When a Product or Service requires or includes downloadable software, that software sometimes updates automatically on Your device once a new version or feature is available. Some services let You adjust your automatic update settings. In addition, You acknowledge and agree that in connection with Clearview's continued work on its Products, Services and algorithm, such research and development is in furtherance of our provision of Products and Services to You. If we make material changes that negatively impact Your use of our Services, we will provide You with reasonable advance notice (which may be via email), except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

12. NO WARRANTIES.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND AUTHORIZED RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU.

CLEARVIEW CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.

13. INDEMNIFICATION.

Except as otherwise set forth in Appendix 2, to the extent permitted by law, You agree to defend, indemnify and hold harmless Clearview and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment or proceeding relating to or arising out of: (a) Users' breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out of Users' use of the Services in a manner not permitted or authorized under this Agreement; and (c) any security breach causes by Users' negligence, recklessness, or willfulness, and any third-party actions arisings from such security breach. If any action is brought against Clearview in respect to any allegation for which indemnity may be sought, Clearview will promptly notify User and will provide reasonable cooperation in connection with the defense or settlement of any such claim.

Subject to Clearview's limitation of liability set forth in Section 14, Clearview will defend, indemnify and hold harmless the Customer and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any third-party claim, judgment or proceeding arising out of Clearview's gross negligence or willful misconduct in its performance and delivery of the Products and Services under this Agreement.

14. LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, Clearview shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: Your access to or use of or inability to access or use the Services; any content obtained from the Services; unauthorized access, use or alteration of Your Account. Regardless of Clearview's negligence, gross negligence, failure of an essential purpose, and whether such liability arises in contract, tort or any other legal theory, Clearview's aggregate liability under this Agreement shall not exceed the amount paid by You to Clearview, if any, in the past year for the Services giving rise to the claim.

15. MISCELLANEOUS.

15.1. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Use of the Services is also subject to Clearview's Privacy Policy and Principles, links to which can be found by visiting https://www.clearview.ai/privacy-policy and https://www.clearview.ai/principles respectively. The Privacy Policy and Principles are incorporated into this Agreement by this reference. Clearview may elect to change or supplement the terms of this Agreement from time to time in its sole discretion, provided that such changes shall not increase Your financial obligations under this Agreement (except as otherwise permitted in Section 4.5), the term of the Agreement, or Sections 13, 14, or 15.3 of this Agreement. Clearview will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten- business-day period, You will be deemed to have accepted the changes to these Terms. In order to participate and continue using certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.

15.2. If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Clearview's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Clearview reserves all rights to seek monetary remedies for its damages arising out of any Users' failure to abide by these Terms.

15.3. Choice of Law and Forum. Except as otherwise set forth in *Appendix 2* or otherwise limited by applicable law of where the Customer is headquartered, this Agreement shall be governed by and construed under the laws of the State of ~~New York~~ *North Carolina am 9/19 without regard for the conflict of laws rules of any jurisdiction. Except as otherwise set forth in *Appendix 2* or otherwise limited by applicable law where the Customer is headquartered, in the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties shall first attempt to settle the dispute by mediation, administered by the

American Arbitration Association under its Mediation Rules. ~~If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be in New York, New York and New York law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereto.~~ Notwithstanding the foregoing, if the laws of the State where the Customer is based do not allow the Customer to enter into an agreement that includes a mediation or arbitration process, then the mediation and arbitration process described above will not apply to such Customer.

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15.4. Notices. Except as otherwise set forth herein or on the Order Form, all notices to Customer under this Agreement will be by email to the Administrator and all notices to Clearview must be sent to legal-requests@clearview.ai. A notice will be deemed to have been duly given the day after it is sent. The Customer or Clearview may change its e-mail address for receipt of notice by notice to the other party in accordance with this Section 15.4.

CLEARVIEW USER CODE OF CONDUCT

Appendix 1

Clearview AI, Inc. makes its technology and software tools available to law enforcement and security professionals to enhance public safety and reduce crime, fraud, and risk in order to make communities safer. As a company, we are committed to the highest level of ethics, integrity and professionalism and take steps to ensure that our search tools are used correctly and lawfully. Our User Code of Conduct ensures that our customers use the Clearview Platform (defined below) in a safe, ethical, professional, and appropriate manner. Before activating their Clearview Account, Users should review this Code of Conduct to confirm that they will adhere to these essential rules of use.

This User Code of Conduct applies to all individual Users (persons who possess an individual login associated with a specific email address and password for an Account on the Clearview app, referred to as, "**User**", "**Users**", or "**Individual Users**") and to all User organizations (organizations which have a Service Agreement with Clearview, referred to here as "**User Organization**", "**User Organizations**", or "**Organization**").

By registering a User Account with Clearview, and by using Clearview's Products and Services, mobile application and web browser application (found on the web at Clearview.ai), facial imaging and search software, image database, publicly-available online image indexing and search functionality, and its website (collectively, the "**Clearview Platform**"), Authorized Users and Organizations agree to be bound by this User Code of Conduct (this "**Code**").

Account Security

- Users are responsible for maintaining the confidentiality of their username and password.
- Users are responsible for all activity that occurs under that User's username and password. If a User experiences unauthorized use of their username or password or any other security breach, Users must immediately email the Clearview Help Desk at help@clearview.ai to notify Clearview.
- Users may only access their accounts from devices that are authorized for professional use by their Organization.
- The designated User is the only individual who may access and use the Account.

Independent Verification

- Search results obtained through the Clearview Platform and its related systems and technologies are indicative and not definitive.

- Clearview takes significant steps to ensure the accuracy of its facial recognition software, but we cannot guarantee the accuracy of search results. Users must conduct further research and investigation to verify the accuracy of any search result.
- Search results used as a lead in an investigation must be reviewed by more than one person within the Organization.
- The Clearview Platform is not designed or intended to be used as a single-source system for establishing the identity of an individual, and Users shall **not** use it as such.
- Additionally, search results produced by the Clearview Platform are not intended or permitted to be used as admissible evidence in a court of law or any court filing. We recommend consulting with Your Organization's legal counsel for further guidance on this matter.

Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by law enforcement and public security professionals for legitimate law enforcement and public security purposes. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User ("**Administrator**"), who will have access to the search histories of all individual Users associated with the Organization, and will monitor the search history to ensure responsible use.
- Users shall not use the Clearview Platform for personal purposes, or for any purposes which are not authorized and directed by the Organization's supervisors.
- Use of the Clearview Platform in a way that contributes to harassment, stalking, cyberstalking, threats, abuse or bullying, or in violation of any state, federal, local or any other applicable law, is strictly prohibited by this Code of Conduct.
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age who is a resident in the State of California, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law (all as further outlined in CA Civ Code § 1798.145 (2020)).
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than thirteen (13) years of age who is a resident in the State of Virginia, unless such Content (i) concerns an investigation on a matter related to public safety (as further outlined in Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.)), or (ii) concerns conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations (as further outlined in Va. Code § 59.1-582).

- Subject to the above, Users are prohibited from uploading or providing Content to Clearview of persons known to be under the age of sixteen (16) unless such Content concerns: (i) investigation on a matter related to public safety or the person's safety, (ii) victim identification, when the person's welfare is at risk, (iii) conduct or investigations of violent felonies, (iv) conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations, and (v) to help protect against the spread of Child Sexual Abuse Material ("**CSAM**"). Users must adhere to all applicable federal, state and local laws, and cooperate with the necessary law enforcement agencies, including without limitation, the National Center for Missing & Exploited Children ("**NCMEC**"), Federal Bureau of Investigation ("**FBI**"), any federal law enforcement agency involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes, any State or local law enforcement agency that is involved in the investigation of child sexual exploitation, foreign law enforcement agency designated by the Attorney General of the United States or a foreign law enforcement agency with an established relationship with the FBI, Immigration and Customs Enforcement, or INTERPOL, and is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes.
- Clearview reserves the right to suspend or terminate User accounts if we determine that a User or Organization has violated any provision of the Code of Conduct.

Conclusion

Clearview aspires to make the world a better place by helping qualified professionals use public information to counter crime, fraud, and threats to public safety through its proprietary technology. The Clearview Code of Conduct sets out the expectations for our Users and Organizations in terms of their use of the Clearview Platform. We expect our Users and Organizations to adhere to these standards at all times and to report any violations to us. By adhering to this Code of Conduct, you are helping Clearview achieve its collective goal of making communities safer while adhering to the highest standards of ethics,security, and professionalism. We appreciate your cooperation in upholding the integrity of the Clearview Platform and our commitment to responsible and ethical use.

GOVERNMENT TERMS

Appendix 2

Amended Terms for Federal, State and Local Governments in the United States

If you are a federal, state or local government or government agency in the United States ("**You**"), and You are using Clearview Services in your official capacity ("**Official Use**"), the following terms apply solely to such use and all other terms remain in effect:

1. Governing Law

Terms relating to venue and governing law do not apply to Your Official Use.

If You are the federal government or a federal government agency in the United States:

For federal government and federal government agencies, any agreement You have with us will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York will apply.

If You are a state government or state government agency in the United States:

For state government and state government agencies, any agreement You have with us will be governed by the laws of the State in which Your agency is located, and in the absence of a requirement that Your state law applies, the laws of the State of New York will apply.

If You are a local government or local government agency in the United States:

For local government and local government agencies, any agreement You have with us will be governed by the laws of the State in which Your agency is located, and in the absence of a requirement that Your state law applies, the laws of the State of New York will apply.

2. Indemnity

If You are the federal government or a federal government agency in the United States:

Terms relating to indemnification do not apply to your Official Use except to the extent expressly authorized by federal law.

If You are a state government or state government agency in the United States:

Terms relating to indemnification will apply to You only to the extent expressly permitted by your jurisdiction's laws.

If You are a local government or local government agency in the United States:

Terms relating to indemnification will apply to You only to the extent permitted by your jurisdiction's laws.

Last Updated: March 13, 2023

Signature Page

Contract #:

24-0236

NEW HANOVER COUNTY

Chris Coudriet

County Manager

Manager Date Signed:

9/25/2023

ATTEST:

Kymberleigh G. Crowell

Clerk to the Board

Clerk Date Signed

9/25/2023

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Eric Credle

County Finance Officer

Finance Date Signed

9/24/2023

Approved as to form:

Kemp Burpeau, Deputy

County Attorney

Attorney Date Signed

9/25/2023